

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

VICTOR WAYNE COOPER,

No. C-02-3712 JSW (JCS)

Plaintiff,

v.

STATE OF CALIFORNIA,

Defendant.

**REPORT AND RECOMMENDATION RE  
MOTION FOR ENFORCEMENT OF  
SETTLEMENT AGREEMENT  
[Docket No. 135]**

**I. INTRODUCTION**

On December 17, 2003, this action was dismissed with prejudice based on the stipulation of the parties, pursuant to a Settlement Agreement. Under the Settlement Agreement, California State Prison - Solano ("Solano") agreed to establish a Kosher Diet Plan for "all kosher-observant inmates." The parties further stipulated that the District Court for the Northern District of California would retain jurisdiction over enforcement of the Settlement Agreement, with Magistrate Judge Joseph C. Spero presiding.

An individual inmate, Earnest C. Woods II ("Woods"), an inmate of Solano, filed a motion to enforce the Settlement Agreement ("Motion"). For the reasons stated below, it is recommended that the Motion be DENIED.

**II. BACKGROUND**

The underlying action was initiated by Plaintiff Victor Wayne Cooper, a kosher-observant Jewish inmate, on August 16, 2002. Cooper alleged that the State of California and the Department of Corrections had violated his rights under the Civil Rights Act of 1871, 42 U.S.C. §§ 1983 and 1985, and the Religious Land Use and Institutionalized Persons Act of 2000, 42 U.S.C. § 2000, by

1 failing to provide him with kosher meals while incarcerated. The parties entered into a Settlement  
 2 Agreement in November 2003.

3 Under the Settlement Agreement, a kosher diet program was established at Solano, where  
 4 Cooper was incarcerated at the time of the settlement, for “all kosher-observant inmates” holding a  
 5 “Special Religious Diet Card issued by the Department of Corrections.” Settlement Agreement at 4,  
 6 Section II (2)(c). Guidelines entitled “CDC Kosher Meal Provision Plan” (“CDC Guidelines”) were  
 7 incorporated into the Settlement Agreement. Settlement Agreement at 4, Section II (2)(d) & Exhibit  
 8 A. The Settlement Agreement allowed Defendants to make “reasonable modifications” to these  
 9 guidelines “so long as Defendants fulfill their duty to provide wholesome kosher meals . . . .”  
 10 Settlement Agreement at 9, Section II (19).

11 The Settlement Agreement calls for the program to be “overseen by a Jewish chaplain under  
 12 the supervision of an orthodox or conservative rabbi.” Settlement Agreement at 4, Section II (2)(b).  
 13 In particular, Section II(2)(b), entitled “Oversight,” provides:

14 The Kosher Diet Program will be overseen by a Jewish chaplain under  
 15 the supervision of an orthodox or conservative rabbi. The rabbi shall  
 16 be given access to inspect the Kosher Diet Program (including all of  
 17 its facilities) upon request. The rabbi shall make the ultimate  
 18 determination on violations of the Kosher Diet Program. An inmate  
 19 against whom a violation of the Kosher Diet Program is pending shall  
 20 be entitled to consult with the rabbi before a final determination  
 21 regarding the alleged violation.

22 *Id.* at 4. The Settlement Agreement purports to create broad enforcement rights, allowing any  
 23 Solano inmate who is a participant in the Kosher Diet Program to bring a motion to enforce in this  
 24 Court “after determination of the Informal and First Level Formal Reviews or upon lapse of 45 days  
 25 from the Solano inmate’s submission of his initial grievance.” Settlement Agreement at 5, Section II  
 26 (2)(e).

27 Woods is a participant in the Kosher Diet Program. Motion at 1. He alleges in his Motion  
 28 that Defendants breached the Settlement Agreement by serving him cold meals. He further asserts  
 that Kosher food is being kept with general population food in the same meal cart in violation of the  
 Settlement Agreement. On August 8, 2006, Plaintiff filed a grievance regarding the former  
 complaint, which was denied initially on May 9, 2006, and subsequently in a Director’s Level

1 Appeal Decision dated August 8, 2006. The May 9, 2006 decision stated that under the CDC  
2 Guidelines, “[e]arly feeding for the Program participants is encouraged.” Woods, however, asserts  
3 that no such guideline is contained in the Settlement Agreement. There is no indication that Plaintiff  
4 filed a grievance regarding the use of the same carts for Kosher and non-Kosher food.

### 5 **III. ANALYSIS**

6 For the purposes of construction and enforcement, settlement agreements are “governed by  
7 principles of local law which apply to interpretation of contracts generally.” *United Commercial*  
8 *Ins. Serv., Inc. v. Paymaster Corp.*, 962 F.2d 853, 856 (9th Cir. 1992) (quotations omitted). Under  
9 California law – the applicable local law here – courts seek to establish the parties’ intent from the  
10 contract’s language: “[t]he paramount rule governing the interpretation of contracts is to give effect  
11 to the mutual intention of the parties as it existed at the time of contracting, so far as it is  
12 ascertainable and lawful. The intention of the parties must, in the first instance, be derived from the  
13 language of the entire contract.” *Royal Thrift and Loan Co. v. County Escrow, Inc.*, 123 Cal. App.  
14 4th 24, 45 (2004) (quotations omitted).

15 As a participant in the Kosher Diet Program, Woods is entitled to bring a motion to enforce  
16 the Settlement Agreement under Section II(2)(e) regarding claims that have gone through  
17 Defendants’ grievance process. Woods filed a grievance regarding his complaint that kosher meals  
18 were being served cold and received a final decision on that grievance. Therefore, he has standing  
19 to bring a motion to enforce on the basis of that complaint. On the other hand, there is no indication  
20 that Woods submitted a grievance regarding the storage of kosher and non-kosher meals together in  
21 the same meal carts. Accordingly, Woods does not have standing with respect to that claim.

22 While Woods has standing to bring a motion to enforce based on his complaint that his  
23 meals were served cold, his claim that the Settlement Agreement has therefore been violated is not  
24 persuasive. Woods has not alleged or presented evidence that the rabbi overseeing the Kosher Diet  
25 Program has found the delivery or temperature of kosher meals to be inadequate. Under the  
26 Settlement Agreement, the rabbi makes “the ultimate determination on violations of the Kosher Diet  
27 Program.” *Id.* In light of this provision, the Court concludes that it was not the intention of the  
28 parties that the Court would become directly involved in regulating the content – including meal

1 temperature – of the Kosher Food Program. Rather, it is clear that this authority was delegated to  
2 the rabbi.

3 Finally, to the extent that Woods asserts that Defendants have misrepresented the content of  
4 the CDC Guidelines, the Court notes that Defendants appear to have cited to an updated version of  
5 the CDC Guidelines in stating that “[e]arly feeding for the Program participants is encouraged.” In  
6 the original version of the CDC Guidelines, the only guidelines addressing delivery of the meals  
7 provided that: 1) “Inmates in general population may be served prior to or after the regular  
8 mealtime;” and 2) “Meals will be delivered to inmates in segregation prior to or after normal  
9 segregation population meals.” Settlement Agreement, Ex. A. Defendants’ amendment of the CDC  
10 Guidelines is reasonable and, indeed, appears to give participants greater rights than the original  
11 guidelines. Therefore, reliance on the updated guidelines does not constitute a violation of the  
12 Settlement Agreement.

13 **IV. CONCLUSION**

14 For the reasons stated above, it is recommended that the Motion be DENIED.

15  
16 Dated: September 27, 2006

17   
18 \_\_\_\_\_  
19 JOSEPH C. SPERO  
20 United States Magistrate Judge  
21  
22  
23  
24  
25  
26  
27  
28